IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 9404 of 1998

For Approval and Signature:

Hon'ble MR.JUSTICE M.S.SHAH

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the Civil Judge? : NO

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VIDHU SINGH

Versus

STATE OF GUJARAT

Appearance:

M/S TRIVEDI & GUPTA for Petitioner No. 1
MR HN SOMPURA for Respondent No. 1
..... for Respondent No. 2,3
MR MANGESH R MENGDEY for Respondent No. 2/1
NOTICE SERVED BY DS for Respondent No. 2/2,4
MR RR MARSHALL for Respondent No. 3/1
MS KJ BRAHMBHATT for Respondent No. 3/2

CORAM : MR.JUSTICE M.S.SHAH

Date of decision: 10/07/2001

ORAL JUDGEMENT

The learned counsel for the parties state that the parties have arrived at an amicable settlement and that as against the amounts of Rs.1,20,000/- claimed by the respondent No.3 (ii)- Sarvajanik College of Engineering & Technology, Surat (hereinafter referred to as `the College') the petitioner has agreed to pay and the College has agreed to accept the sum of Rs.60,000/in full and final settlement of the disputes between the parties and that upon payment of the said amount, the College shall release the original marksheet as well as the `no objection certificate' to the petitioner pursuing her studies in the Faculty of Technology & Engineering, Maharaja Sayajirao University, Vadodara with effect from the academic year 1998-99 onwards.

2. However, as regards the period during which the amount is to be paid, the parties are not at idem and have left it to the Court to decide the number of installments by which the aforesaid amount shall be paid by the petitioner to the respondent-College.

3. In view of the above, the Court records the compromise between the parties that the petitioner shall pay an amount of Rs.60,000/- to the respondent-College and the respondent-College will accept the aforesaid amount of Rs.60,000/- from the petitioner in full and final settlement of the claim involved in this petition. When the final payment is made, respondent No.3 (ii)-College shall release the original marksheet of the petitioner of XIIth standard examination and shall also issue certificate stating that the College has no objection to the petitioner's pursuing her studies with the Faculty of Engineering & Technology with effect from 1998-99.

4. Since the parties have left it to the Court, the amount shall be paid in four equal monthly installments of Rs.15,000/- each. The first installment to be paid on or before 27th July, 2001, the second installment shall be paid on or before 27th August, 2001, the third installment shall be paid on or before 27th September, 2001l and the fourth installment shall be paid on or before 30th October, 2001.

5. When the petitioner approaches respondent No.3(ii)-College for making payment of the final installment by demand daft/pay order of a nationalised bank; drawn in favour of the College, the College shall keep ready the original marksheet as well as the `no objection certificate' as directed above.

6. Ms.Brahmbhatt, learned counsel for the respondent-College states that this compromise is entered into in view of the peculiar facts and circumstance and that this is not to be treated as a precedent by any student or any other person.

7. The petition is accordingly disposed of in terms of the aforesaid compromise and directions. Rule is made absolute to the aforesaid extent with no order as to costs.

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zgs/-